

Message Text

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47

ACTION SNM-02

INFO OCT-01 ARA-06 ISO-00 AID-05 L-03 AGR-05 CIAE-00

INR-07 NSAE-00 OMB-01 TRSE-00 /030 W
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P R 160058Z JAN 76

FM AMEMBASSY MEXICO

TO SECSTATE WASHDC PRIORITY 2415

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S/NM FOR DUGSTAD; AID/SER/INC FOR WAMPLER

E. O. 11652: N/A

TAGS: SNAR, MX

SUBJECT: CONTRACT BETWEEN EVERGREEN CO. AND GOM

REF: BERNAL/BUCK TELCON, JAN. 15

1. IN ACCORDANCE WITH REFTELCON, TRANSMITTED BELOW IS THE TEXT OF THE DRAFT CONTRACT BETWEEN EVERGREEN HELICOPTERS, INC. AND THE MEXICAN ATTORNEY GENERAL'S OFFICE, WHEREBY FIVE BELL 212 SPRAY PILOT INSTRUCTORS WOULD BE PROVIDED FOR A PERIOD OF 90 DAYS.

2. BEGIN TEXT: SERVICE AGREEMENT: THIS AGREEMENT IS ENTERED INTO AS OF THE.....DAY OF....., 1976, BY AND BETWEEN EVERGREEN HELICOPTERS, INC., HEREIN CALLED EVERGREEN, AND....., HEREIN CALLED..... . 1. TERM THIS AGREEMENT SHALL BE EFFECTIVE FROM DATE OF SIGNING AND SHALL CONTINUE FOR A PERIOD OF 90 DAYS FROM COMMENCEMENT OF OPERATIONS. 2. RESPONSIBILITIES OF EVERGREEN: EVERGREEN WILL PROVIDE FIVE FULLY QUALIFIED PILOTS WITH EXPERIENCE IN AGRICULTURAL SPRAY APPLICATION.AGREES THAT THESE PILOTS MAY BE ROTATED ON A REASONABLE BASIS AS DETERMINED BY EVERGREEN. THERE WILL BE A SHORT TRANSITIONAL
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FLIGHT PERIOD AT THE TIME PILOTS ARE ROTATED AND

RELIEVED BY THEIR REPLACEMENT PILOTS. THE DURATION OF THE TRANSITION FLIGHTS SHALL BE DETERMINED BY BOTH EVERGREEN AND..... . 3. RESPONSIBILITIES OF.....: A.WILL BE RESPONSIBLE FOR ALL TRANSPORTATION, INCLUDING BUT NOT LIMITED TO, TRANSPORTATION OF PILOTS TO AND FROM MEXICO, POSITIONING AT LOCATION OF OPERATION, AND TRAVEL EXPENSE INCURRED THROUGH CREW ROTATION.

B. TRANSPORTATION FROM WHEREVER LODGED TO VARIOUS POINTS OF DAILY OPERATION. C. LODGING AND FOOD COMPARABLE TO THAT OF U.S. GOVERNMENT PERSONNEL OR AN EQUIVALENT DOLLAR VALUE DAILY PER DIEM RATE PAID FOR EACH PILOT. D.SHALL PAY AND HOLD EVERGREEN AND ITS AGENTS, EMPLOYEES OR ASSIGNS HARMLESS FROM ALL REGISTRATION CHARGES, FEES, WORK PERMITS, VISAS, TAXES, LEVIES, DUTIES, CHARGES OR WITHHOLDINGS OF ANY NATURE WHATSOEVER WHERESOEVER ARISING, TOGETHER WITH ANY PENALTIES, FINES OR INTEREST THEREON, IMPOSED AGAINST..... OR EVERGREEN BY ANY AUTHORITY OF THE GOVERNMENT OF MEXICO. E.SHALL HOLD EVERGREEN HARMLESS FROM ANY AND ALL CLAIMS, COSTS, LIABILITIES OR EXPENSES, INCLUDING WITHOUT LIMIT ATTORNEY'S FEES, ARISING FROM DAMAGE TO OR LOSS OR DESTRUCTION OF ANY AIRCRAFT, EQUIPMENT, MACHINERY, TOOLS, SUPPLIES OR MATERIALS. EVERGREEN SHALL NOT BE RESPONSIBLE FOR CHEMICAL DRIFT OR CROP DAMAGE ARISING OUT OF SPRAY APPLICATION. EVERGREEN SHALL NOT BE RESPONSIBLE FOR THE INJURY OR DEATH OF EMPLOYEES, AGENTS OR ASSIGNS OF.....OR THIRD PARTIES ARISING FROM OPERATIONS HEREIN DESCRIBED. CONSIDERATIONSHALL PAY TO EVERGREEN \$500.00 PER DAY PER PILOT. PAYMENT IS DUE AND PAYABLE TO EVERGREEN'S MCMINNVILLE OFFICE 30 DAYS NET OF INVOICE. EXTENSION THIS AGREEMENT MAY BE EXTENDED BEYOND THE 90-DAY PERIOD BY THE MUTUAL WRITTEN CONSENT OF EVERGREEN AND..... . NOTICE ANY NOTICES REQUIRED OR PERMITTED TO BE GIVEN UNDER THIS AGREEMENT SHALL BE IN WRITING AND SHALL BE DEEMED TO BE SUFFICIENTLY LIMITED OFFICIAL USE

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GIVEN OR SERVED IF DELIVERED PERSONALLY TO THE DESIGNATED REPRESENTATIVE OF THE PARTY BEING NOTIFIED OR IF SENT BY PREPAID REGISTERED AIRMAIL FROM ITS ADDRESS AS SET FORTH BELOW: TO EVERGREEN: EVERGREEN HELICOPTERS, INC. MCMINNVILLE, OREGON, USA 97128 TO..... . IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE FIRST ABOVE WRITTEN. EVERGREEN HELICOPTERS, INC.

BY ERNEST C. BRACE.....BY..... .
END TEXT.
JOVA

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Message Attributes

Automatic Decaptioning: X
Capture Date: 01 JAN 1994
Channel Indicators: n/a
Current Classification: UNCLASSIFIED
Concepts: DRUG CONTROL, AGREEMENTS, TEXT, CONTRACTS, HELICOPTERS, AIRCRAFT PILOTS
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Draft Date: 16 JAN 1976
Decaption Date: 01 JAN 1960
Decaption Note:
Disposition Action: RELEASED
Disposition Approved on Date:
Disposition Authority: buchant0
Disposition Case Number: n/a
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Disposition Event:
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Margaret P. Grafeld
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TAGS: SNAR, MX, EVERGREEN HELICOPTERS INC
To: STATE
Type: TE
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